

7. Load Out of Broilers from Facilities. MBA shall notify Grower of the scheduled load out time and date at least three (3) business days prior to load out and shall update Grower at least twenty-four (24) hours prior to scheduled arrival of trucks for load out. MBA shall be responsible for arranging for and shall bear all cost of loading and transporting its broilers from the Facilities. Grower shall not allow any third party to remove MBA's broilers from the Facilities without the prior written consent of MBA. It is expected that the Grower or Grower's representative will be present at the Facilities at the time of load out and shall acknowledge the number of MBA's broilers loaded out at the time of load out. MBA shall indemnify Grower for damage to Facility caused by load out.
8. Payment to Grower. MBA will pay Grower as provided in Exhibit "A" attached hereto. Settlement checks will be mailed to Grower within five (5) business days after the weekend following final delivery of broilers from any and all growers which are involved in the settlements during said week.
9. Term. The term of this Agreement shall be eight (8) years from the date Grower makes the first Unit available to MBA's chicks. Grower shall receive a minimum of forty-eight (48) flocks during the eight (8) year contract term. At the end of the term, this Agreement will automatically be extended on the same terms and conditions for an additional one year period unless either party delivers written notice of termination at least 180 days prior to the scheduled termination date. Either party may terminate this Agreement upon ninety (90) days' prior written notice for a failure of the other party to comply with a material term hereof and the breaching party's failure to cure such breach within ninety (90) days after receiving such notice. Notwithstanding any other provision in this Agreement, once chicks for any turn are delivered by MBA to the Facilities, the Agreement cannot be terminated by either or both parties until such broilers are marketed by MBA and the Facilities are emptied of MBA's broilers.
10. Right of Last Refusal. Upon termination of this Agreement, should Grower decide to enter into a bona fide contract with an independent third party to grow and finish broilers in the Facilities, Grower grants to MBA a right of last refusal to match the contract terms presented by the third party by forwarding the conditions of the contract which Grower purports to sign. If MBA does not make available to Grower such contract within a 30 day period, Grower may proceed to enter into the contract with the third party on the terms presented to MBA. If the terms change, MBA shall be notified of the changes and have a new right to match the offer.
11. Ownership of MBA's Broilers/Liens. Grower understand and agrees that all broilers delivered to the Facilities are the property of MBA and the broilers and all increase thereof, if any, shall be and at all times remain the property of MBA. Grower shall have no ownership interest of any kind in any of the broilers at the Facilities. Grower shall execute and deliver such financing statement(s) or the other documents MBA reasonably deems necessary or advisable to protect MBA's ownership of the broilers. Further, Grower irrevocably waives any right Grower may have to assert and agrees not to assert or permit to be asserted by anyone any lien upon any of MBA's broilers at the Facilities and will indemnify and hold harmless from any and all such liens or claims to any such broilers or the proceeds thereof. Finally, Grower agrees to execute appropriate waivers and non-disturbance agreements in favor of MBA's